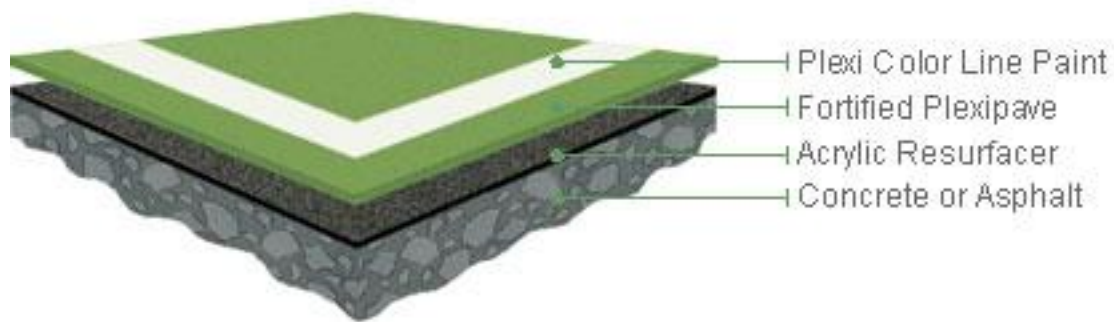


**STATEMENT OF WORK
FOR
CONSTRUCTION SERVICES**

MULTIPURPOSE COURT RESURFACE

1.0 INTRODUCTION

- 1.1 The U.S. American Embassy requires the services of an experienced company to perform asphalt repair, leveling and resurface works and professional volleyball net and poles supply and installation on the Multipurpose Court inside the US Embassy Compound, located at Encalada Ave. Block 17 s/n, Monterrico Surco.
- 1.1.1 Inspect and clean all surfaces to be treated. All surfaces must be cleaned and should be free of dust, grease or other contaminant before treating. Peeled paint should be removed with sandpaper and leave free of dust.
- 1.1.2 Dimensions of the Multipurpose Court are: 18.3 mt x 35.3 mt.
- 1.1.3 Total area to be resurfaced is 650 square meters.
- 1.1.4 Damaged asphalt areas shall be removed and restored to the same level, including 5" asphalt layer, aggregate base course and compacted sub grade.
- 1.1.5 Total asphalt area to be removed and restored is approximately 47 square meters, as indicated on **Attachment H** Asphalt Repair Areas and **Attachment G** Asphalt Section. These areas should be checked and/or confirmed by Contractor, prior to quotation.
- 1.1.6 Plexiplave components shall be used on this resurface works or similar USA quality products. Other acceptable brands are: Tennislife UPMAN USA and Nova Sports USA. All brand names are for referential purposes only, similar USA brands are acceptable
- 1.1.7 Difference of levels on the entire surface shall be leveled with Plexiplave Court Patch Binder, or similar, following the manufacturer instructions.
- 1.1.8 Once applied the Plexiplave Court Patch Binder , the following Plexiplave layers or equivalent products shall be applied as indicated on following diagram:
- Two coats of acrylic resurfacer.
 - Two coats of acrylic type color as existing.
 - Acrylic color schene to be determined by USG
 - Two coats of acrylic line marking paint



- 1.1.9 Once the asphalt work repairs are done, allow asphalt to cure a minimum of 14 days. Prior to the application of surfacing materials, the entire surface shall be flooded and checked for minor depressions or irregularities. Any puddle area covering a nickel shall be marked and repaired with Court Patch Binder using the manufacturer instructions and dosages. After patching, the surface shall not vary more than 1/8" in ten feet measured in any direction/
- 1.1.10 For the Patch Binder application, use steel trowel and/or metal screed to fill and level depressions, bird baths or irregularities in tennis courts and other recreational pavement areas.
- 1.1.11 Cracks greater than 1/4" shall be filled and leveled with a square hand-trowel or broad knife by forcing the Court Patch Binder filler mix into the crack and striking off excess material. Edges may be feathered using a hand trowel and a damp cloth to form a smooth transition from patch to the original surface cracks and holes shall be filled in with appropriate drywall filler and finished to match existing surface
- 1.1.12 The surface to receive the Acrylic Resurfacer Mix shall be of uniform texture, clean, and free of grease, oils and other foreign materials other foreign materials.
- 1.1.13 The asphalt surfaces to receive the color finish shall be provided clean, sound, free of grease, oils And other foreign materials, and shall be to the grade and pitch shown in the plans.
The application contractor of the color Finish shall then remove by brush, vacuum or blower (as appropriate in each area for safety and convenience) all dust, dirt, imbedded soil.
Tree stains, resins and areas not easily cleaned shall be mechanically washed and removed.
- 1.1.14 Edges adjacent to building, curbing and landscaping not to be coated with this Color Finish System shall be adequately masked with tape or otherwise protected during these applications. The contractor shall also erect suitable temporary barriers to protect the coatings during drying and curing periods
- 1.1.15 Materials specified for the Color System shall be delivered to the site in sealed, green painted containers properly labeled with manufacturer labels, and stenciled with the proper batch code numbers. Products packaged or labeled in any other manner will not be accepted. Mixing with clean freshwater shall only be done at the job site. Spreading rates are based upon materials prior to mixing with water as directed. The material shall be mixed according to manufacturer instructions and dosages. Paint should be applied with fine brushes or rollers. Avoid air compressed painting to eliminate contaminations on adjacent surfaces.
- 1.1.16 The Line Paint, as designated on drawings and in specifications, for use over asphaltic and tar emulsion surfaces including slurry coats, shall conform to the following characteristics and performance:
The paint shall be a 100% acrylic emulsion type containing no alkyds, butadiene styrene, or vinyl

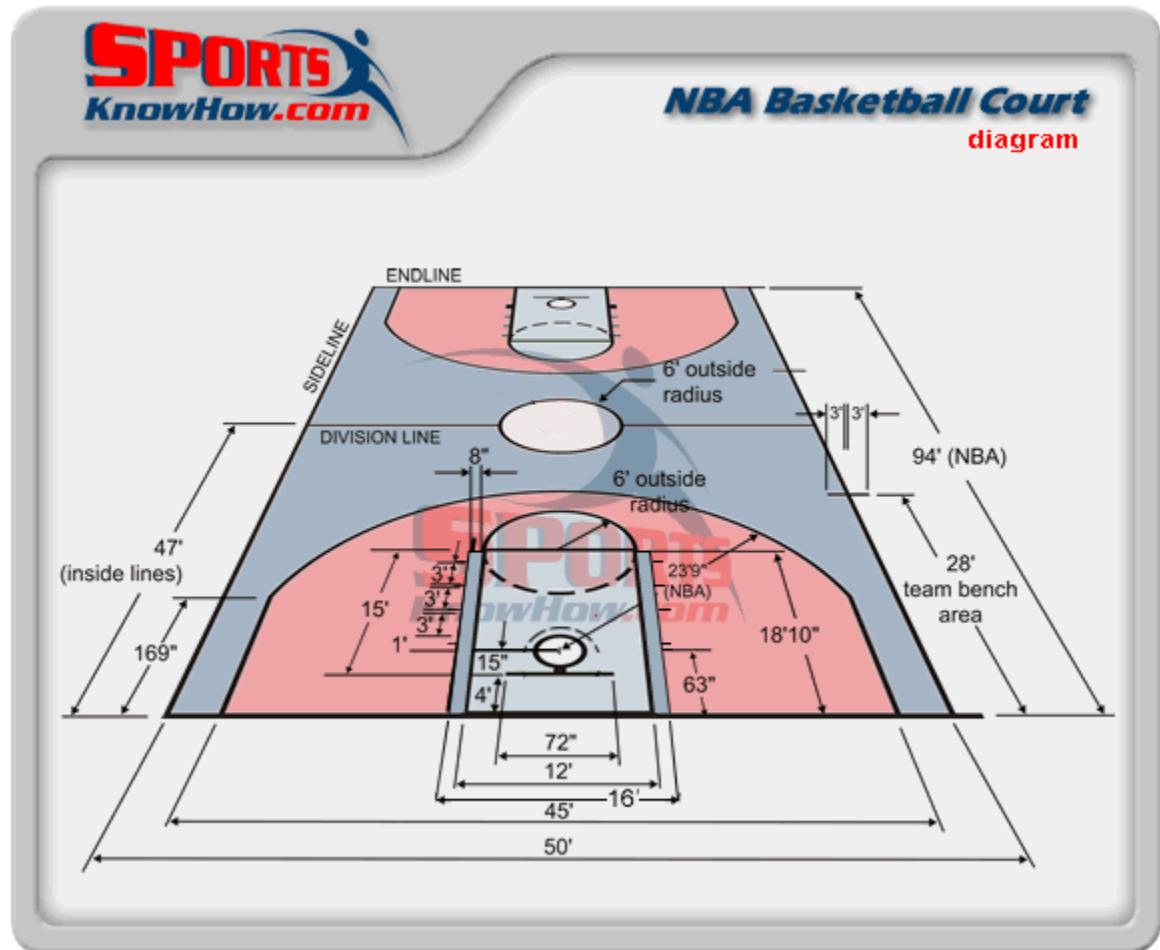
and shall be thinned with water only. The paint shall also be suitable for application by brush, spray, or roller.

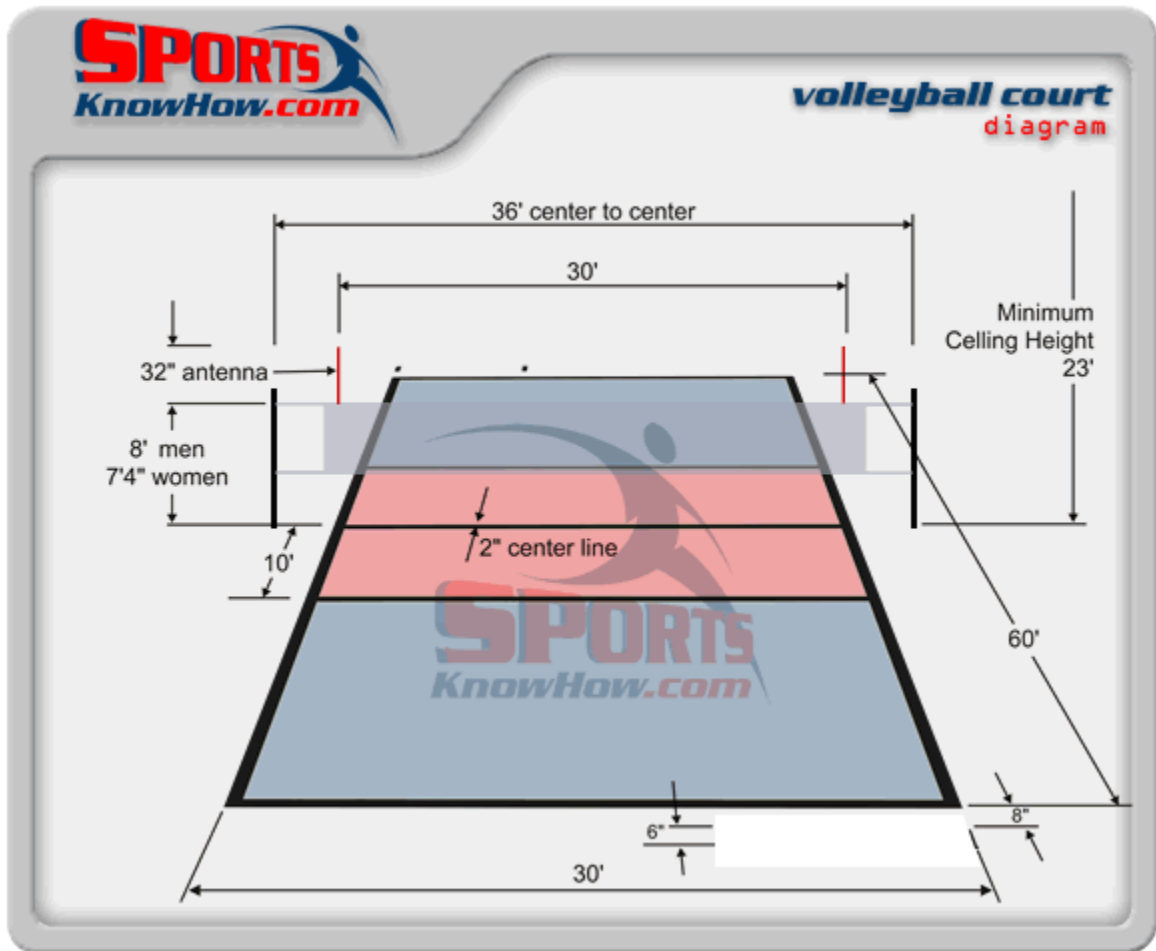
All materials used in the manufacturing of paint shall be of good commercial quality entirely suitable for the purpose intended under normal conditions for use. For white color, the opaque portion of the pigment shall be rutile titanium dioxide and the vehicle shall consist of 100% acrylic polymer dispersed in water together with the minimum amounts of necessary additives; such as pigment dispersants, anti-foaming agents, and preservatives; but no driers shall be used.

The white paint shall meet a minimum requirement of total solids (percent by weight or paint) of 51.5% and maximum pigment content (percent by weight of paint) of 36%. The white paint shall contain not less than three pounds per gallon of treated rutile titanium dioxide. A minimum fineness of grind of 4 and a viscosity (Krebs Units) of 80 minimum and 95 maximum is required. The paint shall brush easily and have good flowing, leveling, and spreading characteristics and shall be suitable for application by spray equipment or rollers.

This paint shall be suitable for use over all types of bituminous surfaces and, when applied over emulsified asphalt, it shall not cause lifting, crazing, peeling, or other damage to the base.

- 1.1.17 Multipurpose Court, containing courts for Basketball and Volleyball should be centered vertically and horizontal inside each area, mark lines should be 2" wide and dimensions as specified by the NBA and attached drawings, matching the existing lines.





- 1.1.18 Contractor must provide and install one professional outdoor Volleyball complete set from a recognized American brand, with net, removable poles, sleeves and sockets to be anchored with concrete blocks in the asphalt, floor plates, steel wiring tensioning system and winch that can be tightened with a standard crescent or socket wrench, for the Multipurpose Court.
- 1.1.19 Volleyball poles should be removable from sockets. Once removed the sockets will be covered with their own floor plates.
- 1.1.20 All given measurements shall be confirmed by the Contractor.
- 1.1.21 Contractors must provide their own equipment, tools, ladders and scaffolds
- 1.1.22 Embassy only provides water and electrical power for this work. Embassy can provide power at: 115 Volts/1 phase/60 Hz, 208 Volts/3 phase/60 Hz, 480 Volts/3 phase/60 Hz. Contractor must provide all equipment and materials.
- 1.1.23 Contractor must follow all working safety regulations and provide their personnel with appropriate safety equipment like gloves, security shoes, ocular protection, earring protection, falling protection etc... A site meeting will be held to discuss safety issues prior to work commencing.
- 1.1.24 The Embassy is providing in **Attachment A** the Contractor Safety Policy

- 1.1.25 Working days: Monday thru Sunday 8 AM to 5 PM
- 1.1.26 Upon completion of work area is to be returned to clean condition with no dust or paint stains in evidence and no excess paint dropping on floors, outlets or fixtures.
- 1.1.27 All retouching works should be included and the area should be kept clean during and at the end of each working days.
- 1.1.28 All damaged areas during the working process should be restored to its original conditions.
- 1.1.29 Contractor must remove and dispose all exceeding material.
- 1.2 The facility, US Chancery Building is located in Encalada Ave. Block 17 s/n. All inspections shall be requested through the Embassy's Facility Manager [FM] or Contracting Officer Representative [COR].
- 1.3 Work shall be completed as expeditiously as possible. The structure shall be occupied during the execution of this contract. Contractor shall coordinate with Contracting Officer for work phasing and job sequencing with work commencing and completing in each apartment unit in a sequential manner. Contractor to submit a phasing plan with construction schedule for review and approval prior to commencement of work at the site.

Contractor may be allowed to overlap phases upon exhibition of sufficient capability to execute the project simultaneously at multiple apartment units with the approval of the Contracting Officer [CO].

2.0 GENERAL REQUIREMENTS

- 2.1 The Contractor shall provide quantity surveyors, construction personnel, equipment, materials, tools and supervision as needed to complete the services that meet the technical requirements in this Statement of Work [SOW]. It is expected that the Contractor shall partner closely with Embassy personnel.
- 2.2 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for all Phases of the project shall be completed in 22 working days from Contract Award and/or the Notice to Proceed and/or Contractor personnel have their record checks and/or the imported materials are in the Embassy.
- 2.3 The Contractor shall have limited access to or be admitted into any structure outside the areas designated for the project except with permission by the Embassy. The Contractor shall address the impact of the consequent disruption and provide for a continuing level of operation for continuous occupation of the residence during construction.
- 2.4 The Contractor shall be required to prepare and submit reports, bill of materials, product literature, drawings, specifications, quality control schedules, safety plan and construction costs. These documents shall provide the necessary interfaces, coordination, and communication between the Embassy and Contractor for the delivery of a completed project.

3.0 CONTRACT ADMINISTRATION

- 3.1 The Contractor shall not conduct any work that is beyond this Statement of Work and accompanying specifications unless directed in writing by the Contracting Officer [CO]. Any work done by the Contractor beyond this SOW and accompanying specifications without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.
- 3.2 The Contracting Officer shall provide a Notice to Proceed [NTP] to the Contractor. No work shall be initiated until the NTP is issued by the CO.
- 3.3 *The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative [COR].* The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.
- 3.4 The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.
- 3.5 The Embassy's review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.
- 3.6 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Office of Overseas Buildings may perform quality assurance inspections [QAI] and tests during construction to confirm the work is installed according to the SOW.
- 3.7 The Contracting Officer has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed when the Embassy requires time for official functions, or is in possession of specific credible information indicating that the lives of Embassy personnel are immediately threatened and that the execution of the project will increase the Embassy's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.
- 3.8 If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The Embassy may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default.
- 3.9 The Embassy has the right to terminate this contract of convenience at any time in whole, or from time to time, if the Contracting Officer determines it is in the interest of the Embassy.

4.0 RESPONSIBILITY OF THE CONTRACTOR

- 4.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.
- 4.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager shall be approved by the COR.

- 4.3 The Project Site Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.
- 4.4 The Contractor shall provide and submit to the COR Daily Construction Reports as indicated on **Attachment B**, indicating events, work accomplished, materials delivered etc.
- 4.5 All documentation produced for this project will become the ownership of the Embassy at the completion of this project.
- 4.6 The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor assures the completed construction shall be easily maintained or replaced with readily available materials and services.
- 4.7 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.
- 4.8 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.
- 4.9 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.

5.0 PRE-CONSTRUCTION REQUIREMENTS

- 5.1 The Contractor shall examine all the documents and visit the site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No subsequent cost allowance will be made to the Contractor for neglect of the existing conditions.
- 5.2 Provide a statement that the Contractor's company and all personnel are experienced in Multipurpose Courts or tennis courts resurfacing works similar to type and scope required for the work.
- 5.3 The Contractor shall prepare and submit a Quality Control Schedule [QCS] and Project Safety Plan [PSP] to address the project. The QCS and PSP are intended to document the entire project from beginning to end.
- 5.4 Submit a copy of a Contractor's Installation Guarantee covering the work, labor and equipment for a period of ONE [1] year at no cost to the Embassy signed by the Contractor.
- 5.5 Submit a Bill of Materials [BOM], product literature, samples and standard specification submittals of all materials to be used in the project provided by the contractor. The BOM's shall list the equipment and materials in sufficient detail that a purchase order for the materials and equipment can be executed without further elaboration or specifications. These documents will be used by the Embassy to approve all equipment and materials.

6.0 CONSTRUCTION REQUIREMENTS

- 6.1 No construction shall begin until approvals of the Pre-Construction Submittals are accepted by the COR. Requests for approvals should be sent to the COR in the appropriate form as indicated on **Attachment F** Shop Drawing/Material Approval Request
- 6.2 The approval of the drawings and/or materials by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings and/or materials will not relieve the Contractor of the responsibility for any error which may exist as the Contractor shall be the responsible for the dimensions, design, quality, adequate connections, details and satisfactory construction of all work.
- 6.3 The Contractor shall be responsible for all required materials not provided by the Embassy, equipment and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.
- 6.4 All materials and equipment incorporated into the project shall be new unless noted otherwise. The Contractor shall transport and safeguard all materials and equipment required for construction.
- 6.5 Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations. Damaged or defective items shall be replaced. The contractor will be responsible for security of all materials and equipment.
- 6.6 Receipt Of Materials - Shipment of equipment, materials, and supplies shall be addressed to the Contractor - not the Embassy. The Contractor must be on hand to accept shipments; the Embassy will not accept shipments.
- 6.7 The Contractor will be provided with a storage and staging area as determined by the COR. The Contractor shall be responsible for restoring the area to its original condition at the completion of the work. The Contractor shall be responsible for repair of any damage incurred to buildings or pavement as a result of storage activities. The Contractor is responsible for obtaining any additional off compound storage areas as required.
- 6.8 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR.
- 6.9 The Contractor shall perform the work at the site during the Embassy's normal workday hours, unless agreed upon with the COR.
- 6.10 The Contractor shall be responsible for connection of temporary utilities to existing utilities including water and power lines. All temporary connections to local water and power lines shall be coordinated with the COR. The Contractor shall pay all costs incurred in connecting, converting, and transferring the utilities to the work. The Contractor shall be responsible for making connections including providing back flow preventer devices on connections to domestic water lines, providing transformers, and for disconnections.
- 6.11 At the end of each work day, or notification of a temporary stop order, the Contractor shall lower and fixed all temporary work platforms and/or harnesses. Contractor shall notify the COR of the temporary barricade locations. Beginning the next workday, the contractor shall remove the temporary barricades before continuing the project.

- 6.12 Storm Protection - Should warnings of wind of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to person, the work and adjacent property. Precautions shall include, but not be limited to, closing all openings, removing all loose materials, tools and equipment from exposed locations, and other temporary work.
- 6.13 Cleanup - The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials on a daily basis and comply with all federal, state and local regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use Embassy waste disposal facilities including garbage cans, trash piles or dumpsters.
- 6.14 Landscape Restoration - The surfaces of all unpaved areas disturbed by construction activities shall be sodded with an approved grass native to the sodded area as approved by the COR. These shall include areas which existing pavement is removed, areas where excavation takes place, and areas where existing sod is killed or compacted by construction activities. Landscape shrubs killed or damaged by construction activities shall be replaced with same species and size.

7.0 CRITERIA

- 7.1 The Contractor work shall in accordance with U.S. codes and standards. The COR will review and comment on the Contractor's submissions using the following codes and standards:
 American Society for Testing & Materials,
 2003 International Building Code
 2003 International Mechanical Code
 2003 International Plumbing Code
 2002 National Electrical Code (NFPA)
 Statement of Work for Construction Services

Contractor shall provide specifications, samples and manufacturer's data sheets.

8.0 DELIVERABLE SCHEDULE

- 8.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the period specified.
- 8.2 Milestones:

Contractor Pre-Proposal Site Visit	September 21 st , 2012
Proposal Submittance	September 25 th , 2012
Pre-Construction Submittals	Within 10 days of NTP
Embassy Submittal Review	20 days
Construction Begins	Within 30 days of NTP and/or when personnel is cleared by Embassy Security and/or when imported materials arrive to the Embassy
Construction	22 working days
- 8.3 Project Completion: Furnish one copy of maintenance and operating information, Contractor's one year workmanship guarantee and product literature of all items installed.

9.0 PROJECT SECURITY

- 9.1 The work to be performed under this contract requires that the Contractor, its employees and sub-contractors shall be cleared by Embassy Security and submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.
- 9.2 The Contractor shall submit this information including construction vehicle requirements within 10 days of the Notice to Proceed.

10.0 PAYMENTS

- 10.1 The Contractor shall provide a fixed priced lump sum proposal to the Contracting Officer, as indicated on **Attachment C Price Schedule Breakdown, with the logo, name, address, phone numbers and e-mail of the company and signed by the General Manager or legal representative**, as well as schedule of the works as indicated on **Attachment D Proposed Performance Chart**. The Contractor may submit requests for progress payments at monthly intervals to cover the value of labor and materials completed to date, as it is indicated on **Attachment E**. In making progress payments, there shall be retained 10% of the amount due until final completion.
- 10.2 The Contractor shall submit one copy of all payment invoices, with the appropriate backup documents to the COR. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed and if expenses billed are correct. If it is determined that the amount billed is incorrect, the COR will within seven days, request the Contractor to submit a revised invoice.
- 10.3 The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any. The final invoice shall also have the Contractor's Release of Claims Certificate attached.

END OF STATEMENT OF WORK

Winch can be tightened with a standard crescent or socket wrench